CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Missoula, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "**Resolution Relating to $850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A; Authorizing the Issuance and Prescribing the Forms and Terms Thereof and the Security Therefor**" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at its meeting on April 20, 2026, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: _____ _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 20th day of April, 2026.

_____
City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

$850,000
SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2026A

CITY OF MISSOULA, MONTANA

Adopted: April 20, 2026

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. _____

Resolution Relating to $850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2026A; Authorizing the Issuance and Prescribing the Forms and Terms Thereof and the Security Therefor

RECITALS:

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the "State Act"), the State of Montana (the "State") has established a revolving loan program (the "Program") to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the "DNRC"), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the "DEQ"), and has provided that a water pollution control state revolving fund (the "Revolving Fund") be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the federal Water Pollution Control Act (the "Clean Water Act"), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the current EPA Capitalization Grant (as hereinafter defined) requires that loans under the Program funded in whole or in part by such grant in the aggregate and not on a loan-by-loan basis be structured in such a way that a percentage of the total proceeds of such grant be subject to loan forgiveness; and

WHEREAS, the City of Missoula, Montana (the "Borrower") has issued and sold its Series 2025B Bond (as hereinafter defined) to the DNRC under the Program to finance, refinance or reimburse itself for a portion of the costs of the 2025B Project (as hereinafter defined); and

WHEREAS, the DNRC has subsequently offered to make an additional loan in the total principal amount of $850,000 available to the Borrower, contemplated to be forgiven in the event the Borrower satisfies certain conditions; and

WHEREAS, to take advantage of the DNRC's offer, the Borrower now contemplates issuing an additional bond, the Series 2026A Bond in the maximum principal amount of $850,000, to finance, refinance or reimburse itself for a portion of the costs of the 2025B Project (as hereinafter defined), which will carry out the purposes of the Clean Water Act; and

WHEREAS, provided that the Borrower complies with certain conditions for principal forgiveness, the Borrower's obligation to repay the Series 2026A Bond will be forgiven; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2026A Bonds (as hereinafter defined) to evidence the 2026A Loan (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC expects to fund the 2026A Loan (as hereinafter defined) entirely from proceeds of the current EPA Capitalization Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOULA, MONTANA, AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants selected by the Borrower and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Acquisition and Construction Account" means the account created in the Sewer System Fund pursuant to Sections 6.1 and 6.2 of the Original Resolution.

"Act" means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

"Additional Bonds" means any Bonds issued pursuant to Sections 5.1 through 5.3 of the Original Resolution, excluding Subordinate Obligations.

"Administrative Expense Surcharge" means, in respect of the 2026A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026A Loan payable on the same dates that payments of interest on the 2026A Loan are due.

"Authorized DNRC Officer" means the Director of the DNRC or his or her designee.

"Bond Counsel" means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the Borrower; provided that so long as any SRF Bonds are Outstanding, such Bond Counsel shall be reasonably acceptable to the DNRC.

"Bond Register" means the registration books to be maintained by the Registrar with respect to any series of Bonds.

"Bonds" means the Series 2009B Bond, the Series 2015 Bond, the Series 2016A Bond, the Series 2016B Bond, the Series 2020A Bonds, the Series 2020B Bonds, the Series 2023 Bond, the

Series 2024 Bond, the Series 2025 Bond, the Series 2025A Bond, the Series 2025B Bond, and any Additional Bonds. "Bonds" does not include the Series 2026A Bond.

"Borrower" means the City of Missoula, Montana, or any permitted successor assign.

"Business Day" means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

"Clean Water Act" means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

"Closing" means the date of delivery of the Series 2026A Bond to the DNRC.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Documents" means, with respect to any Outstanding SRF Bonds, any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Resolution and the Outstanding SRF Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Resolution shall be without effect.

"Committed Amount" means the aggregate amount of the 2026A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

"Compliance Certificate and Request" means the certificate and request substantially in the form of the attached Appendix D.

"Consultant" means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or any Project, selected by the Borrower and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Council" means the City Council of the Borrower.

"Debt" means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

"DEQ" means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

"Determination Statement" means a Forgiveness Statement or a Noncompliance Statement.

"DNRC" means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

"EPA" means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

"EPA Agreements" means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

"EPA Capitalization Grant" means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

"Fiscal Year" means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by this Council as the Borrower's Fiscal Year.

"Forgiveness Statement" means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower's obligation to repay the principal of the Series 2026A Bond is forgiven.

"Governmental Unit" means governmental unit as such term is used in Section 145(a) of the Code.

"Gross Revenues" means all revenues and receipts from rates, fees, charges and rentals imposed for connections with and for the availability, benefit and use of the System and from any sales of property which is a part of the System and all income received from the investment of such revenues and receipts, including interest earnings on the Operating Account, the Reserve Account, the Replacement and Depreciation Account and the Surplus Account, but excluding any special assessments or taxes levied for construction of any part of the System and the proceeds of any grant or loan from the State or the United States, and any investment income thereon, to the extent such exclusion is a condition to such grant or loan.

"Indenture" means, with respect to any Outstanding SRF Bond, the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

"Loan Loss Reserve Surcharge" means, in respect of the 2026A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026A Loan payable by the Borrower on the same dates that payments of interest on the 2026A Loan are due.

"Loan Repayments" means, if the DNRC delivers a Noncompliance Statement, the periodic payments of principal of and interest on the 2026A Loan as set out more particularly in Article V of this Supplemental Resolution.

"Net Revenues" means the Gross Revenues for a specified period less the Operating Expenses for the same period.

"Noncompliance Statement" means a written statement delivered to the Borrower by the DNRC that the Borrower's obligation to repay the principal of the Series 2026A Bond is not forgiven.

"Operating Account" means the account created in the Sewer System Fund pursuant to Sections 6.1 and 6.3 of the Original Resolution.

"Operating Expenses" means the current expenses, paid or accrued, of operation, maintenance and minor repair of the System, excluding interest on the Bonds and depreciation, as calculated in accordance with generally accepted accounting principles, and shall include, without limitation, administrative expenses of the Borrower relating solely to the System, public works cost allocation, premiums for insurance on the properties thereof, labor and the cost of materials and supplies used for current operation and for maintenance, charges for the accumulation of the Operating Reserve, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent regularly but may reasonably be expected to be incurred.

"Operating Reserve" means the reserve to be maintained in the Operating Account as required by Section 6.3 of the Original Resolution.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Original Resolution" means Resolution No. 8435 of the Borrower adopted by the Council on June 22, 2020.

"Outstanding" means, with reference to Bonds or Notes, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution except:

(a) Bonds or Notes theretofore cancelled by the Borrower or delivered to the Borrower cancelled or for cancellation;

(b) Bonds or Notes and portions of Bonds or Notes for whose payment or redemption money or Government Obligations (as provided in Section 10.04) shall have been theretofore deposited in trust for the Holders of such Bonds or Notes; provided, however, that if such Bonds or Notes are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds for redemption at a stated Redemption Date shall have been given by the Borrower; and

(c) Bonds or Notes in exchange for or in lieu of which other Bonds or Notes shall have been issued and delivered pursuant to this Resolution;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the Borrower shall be disregarded and deemed not to be Outstanding.

"Payment Date" means, with respect to the 2026A Loan, if a Noncompliance Statement is delivered with respect to the 2026A Loan, each January 1 and July 1 during the term of the Series 2026A Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2026A Bond.

"Person" means any Private Person or Public Entity.

"Private Person" means an individual, corporation, partnership, association, joint venture, limited liability company, limited liability partnership, joint stock company, trust or unincorporated organization, except a Public Entity.

"Program" means the Water Pollution Control State Revolving Fund Program established by the State Act.

"Project" means the designing, engineering, acquiring, constructing, installing, improving, or enlarging the System, or any part thereof, including the 2025B Project.

"Public Entity" means a State agency, city, town, county, school district, political or administrative subdivision of State government, irrigation district, county water and sewer district or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

"Rebate Account" means the account within the Sewer System Fund established pursuant to Sections 6.1 and 6.10 of the Original Resolution.

"Recycled Money" means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

"Registrar" means, with respect to the Series 2026A Bond, the City Finance Director or any successor appointed pursuant to this Supplemental Resolution, and, with respect to any other series of Bonds, the Person or Persons designated in the Resolution or Supplemental Resolution authorizing the issuance of such Bonds.

"Regulations" means the Treasury Regulations promulgated under the Code.

"Replacement and Depreciation Account" means the account created in the Sewer System Fund pursuant to Sections 6.1 and 6.6 of the Original Resolution.

"Reserve Account" means the account created in the Sewer System Fund pursuant to Sections 6.1 and 6.5 of the Original Resolution.

"Reserve Requirement" means, as of the date of calculation, an amount equal to one-half the maximum amount of principal and interest payable on the Bonds in the current or any future Fiscal Year (giving effect to any Sinking Fund Payment Dates with respect to any series of Bonds).

"Resolution" means the Original Resolution, as amended and supplemented by Resolution Nos. 8436, 8674, 8786, 8832, 8861, and 8910, adopted by the Council of the City on June 22, 2020, April 3, 2023, July 15, 2024, January 13, 2025, June 2, 2025, and October 20, 2025, respectively, by this Supplemental Resolution, and as it may be further amended and supplemented in accordance with its terms.

"Revenue Bond Account" means the account created in the Sewer System Fund established pursuant to Sections 6.1 and 6.4 of the Original Resolution.

"Revolving Fund" means the Water Pollution Control State Revolving Fund created pursuant to the State Act.

"Series 2009B Bond" means the Borrower's $426,000 First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, issued pursuant to the Resolution as then in effect.

"Series 2015 Bond" means the Borrower's $970,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2015, issued pursuant to the Resolution as then in effect.

"Series 2016A Bond" means the Borrower's $1,766,000 Sewer System Revenue Bond, Series 2016A, issued pursuant to the Resolution as then in effect.

"Series 2016B Bond" means the Borrower's $1,262,000 Sewer System Revenue Bond, Series 2016B, issued pursuant to the Resolution as then in effect.

"Series 2020A Bonds" means the Borrower's $11,645,000 Sewer System Revenue and Refunding Bonds, Series 2020A, issued pursuant to the Resolution as then in effect.

"Series 2020B Bonds" means the Borrower's $865,000 Taxable Sewer System Revenue Refunding Bonds, Series 2020B, issued pursuant to the Resolution as then in effect.

"Series 2023 Bond" means the Borrower's $4,207,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2023, issued pursuant to the Resolution as then in effect.

"Series 2024 Bond" means the Borrower's $1,327,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2024, issued pursuant to the Resolution as then in effect.

"Series 2025 Bond" means the Borrower's $1,725,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025, issued pursuant to the Resolution as then in effect.

"Series 2025A Bond" means the Borrower's $1,182,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025A, issued pursuant to the Resolution as then in effect.

"Series 2025B Bond" means the Borrower's $5,514,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B, issued pursuant to the Resolution as then in effect.

"Series 2026A Bond" means the Borrower's $850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, issued to the DNRC pursuant to this Supplemental Resolution.

"Sewer System Fund" means the fund created by Section 6.1 of the Original Resolution.

"SRF Bonds" means the Bonds issued by the Borrower to the DNRC under the Program.

"State" means the State of Montana.

"State Act" means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

"State Bonds" means the State's General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon, means the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable.

"Subordinate Obligations" means, with respect to any Obligation, the date specified in such Obligation as the fixed date on which the principal of such Obligation is due and payable, including the Series 2026A Bond.

"Supplemental Resolution" means this resolution adopted by the Council on April 20, 2026, or any other resolution supplemental to the Resolution in accordance with its terms.

"Surplus Account" means the account created in the Sewer System Fund pursuant to Sections 6.1 and 6.7 of the Original Resolution.

"Surplus Net Revenues" means that portion of the Net Revenues in excess of the current requirements of the Revenue Bond Account and the Reserve Account.

"System" means the existing municipal sewer system of the Borrower and all extensions, improvements and betterments thereof hereafter constructed and acquired, including, without limitation, the 2025B Project.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor trustee under the Indenture.

"2026A Loan" means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay a portion of the costs of the 2025B Project payable under the Program and to pay costs of issuing the Series 2026A Bond.

"2025B Project" means the designing, engineering, and construction of the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2026A Loan, described in Appendix A hereto.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) "Or" is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of the 2025B Project and estimated budget for the 2025B Project;

Appendix B: the form of the Series 2026A Bond;

Appendix C: additional agreements, representations and covenants of the Borrower; and

Appendix D: form of Compliance Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such sewer system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the sewer system to the Borrower.

(b) The System. The Borrower, pursuant to the Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2025B Project. After investigation of the facts and as authorized by the Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to construct the 2025B Project.

(d) Outstanding Bonds. Pursuant to the Act and the Original Resolution, the Borrower has issued, and has outstanding its Series 2009B Bond, Series 2015 Bond, Series 2016A Bond, Series 2016B Bond, Series 2020A Bonds, Series 2020B Bonds, Series 2023 Bond, the Series 2024 Bond, the Series 2025 Bond, the Series 2025A Bond, and the Series 2025B Bond (collectively, the "Outstanding Bonds"). The Outstanding Bonds are parity Bonds, payable from and secured by Net Revenues of the System. No other bonds or indebtedness are currently outstanding that are payable from Gross Revenues, Net Revenues or Surplus Net Revenues of the System.

(e) Additional Bonds. The Borrower reserved the right under Section 5.4 of the Original Resolution to issue Subordinate Obligations payable from Surplus Net Revenues. The Series 2026A Bond is a Subordinate Obligation.

(f) Effect of Forgiveness. If the DNRC delivers a Forgiveness Statement to the Borrower and the obligation of the Borrower to repay the Series 2026A Bond is forgiven, then this Resolution shall be terminated and the Borrower shall thereafter have no obligations under this Resolution; provided, however, the Borrower's obligations under Article VI shall survive the termination of this Resolution and remain in effect.

(g) Recitals. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2026A Bond have been done, do exist, have happened and have been performed in due time, form and manner. This Council determines that it is now necessary and in the best interest of the Borrower to establish the form and terms of the Series 2026A Bond, to provide for the security

thereof and to issue the Series 2026A Bond on the terms and conditions set forth herein and in the Series 2026A Bond.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2026A Bond and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2026A Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2026A Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2026A Bond and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2025B Project, the Series 2026A Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2026A Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Supplemental Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2026A Bond and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms of the Resolution, or of the Series 2026A Bond and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under the Resolution, the Series 2026A Bond and the Collateral Documents or for the 2025B Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2026A Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. This Supplemental Resolution, the Series 2026A Bond and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2025B Project. The 2025B Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution. The 2025B Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national water pollution control regulations applicable to the System or will otherwise significantly further the health protection objectives of the Clean Water Act.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general

public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2026A Bond.

(i) Compliance with Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit, including, without limitation and to the extent applicable, federal civil rights laws, including the Age Discrimination Act of 1975, Section 13 of the FWPCA Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements set forth in the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents.

(d) Maintenance of Security, if any; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2026A Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2026A Bond and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2026A Bond and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 1.2(e) as set forth in Appendix B of the Original Resolution. The Borrower agrees that for each Fiscal Year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the 2025B Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2025B Project shown separately.

(g) Project Accounts. The Borrower shall maintain Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 606(e) of the Clean Water Act and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2026A Loan and the 2025B Project.

(j) Program Covenant. The Borrower agrees that neither it nor any "related person" to the Borrower (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the Series 2026A Bond.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2026A Bond or any other funds of the Borrower in respect of the 2025B Project or the Series 2026A Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any "related person" (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2026A Loan or the portion of the 2026A Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2025B Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2025B Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2026A Loan, be owned by the Borrower and not by any other Person. Any portion of the 2025B Project being financed shall be acquired by and shall, during the term of the 2026A Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2025B Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2025B Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2026A Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2026A Loan it will not contract with or permit any Private Person to manage the 2025B Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income for purposes of federal income taxation.

(g) The Borrower may not lease the 2025B Project or any portion thereof to any Person other than a nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2025B Project to a nonexempt Person pursuant to a lease which in the Opinion

of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2025B Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2025B Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2025B Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2026A Bond; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2026A Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2026A Bond and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2026A Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System.

ARTICLE III

USE OF PROCEEDS; THE 2025B PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2026A Loan solely as follows:

(a) The Borrower shall apply the proceeds of the 2026A Loan solely to the financing, refinancing or reimbursement of costs of the 2025B Project and to pay costs of issuance of the

Series 2026A Bond as set forth in Appendix A hereto and this Section 3.1. The 2026A Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the 2025B Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2025B Project and expend proceeds of the 2026A Loan for the purposes described in this Section 3.1(a).

(b) No portion of the proceeds of the 2026A Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than March 7, 1985. In addition, if any proceeds of the 2026A Loan are to be used to reimburse the Borrower for Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations, as amended or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the 2026A Loan was incurred after March 7, 1985, or with respect to a Project the construction or acquisition of which began after March 7, 1985. No proceeds of the 2026A Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2025B Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2025B Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2026A Loan (the 2025B Project may consist of more than one facility or activity), and an estimated budget relating to the 2025B Project. The 2025B Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the 2025B Project, an increase or decrease in the amount of proceeds of the 2026A Loan which will be required to complete the 2025B Project and whether the change will materially accelerate or delay the construction schedule for the 2025B Project;

(b) A written consent to such change in the 2025B Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the 2025B Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2026A Bond was issued, eligible for financing under the Act, such amendment will not violate the State Act or the Act and such amendment will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall

not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2026A Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2026A Loan to pay costs of the 2025B Project or as to the availability of additional funds under the Program to increase the principal amount of the 2026A Loan.

Section 3.3 2025B Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2025B Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards and, to the extent applicable, the Borrower has complied or will comply with the requirements of the Uniform Relocation and Real Property Acquisition Policies Act and with federal laws and regulations regarding flood plain management and wetlands protection, including Executive Order No. 11988;

(b) all future construction of the 2025B Project will be done only pursuant to fixed price construction contracts, and the Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2025B Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2025B Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;

(e) in the event the 2025B Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the 2025B Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the "2014 Act"), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the 2025B Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the 2025B Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act ("BABA") of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, except to the extent waivers to the requirements of BABA acceptable to the DEQ have been granted;

(g) the 2025B Project is a project of the type permitted to be financed under the Act, the State Act and the Program and Title VI of the Clean Water Act; and

(h) the Borrower will undertake the 2025B Project promptly after the Closing and will cause the 2025B Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2025B Project will be substantially completed by December 31, 2026.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2025B Project.

(a) Upon completion of the 2025B Project, the Borrower shall deliver to the DNRC a certificate stating that the 2025B Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the 2025B Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2025B Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amounts, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount that will not be needed.

(c) The Borrower may not request an advance on the 2026A Loan after the date that is 180 days following the date of substantial completion of the 2025B Project (such date, the "Loan Close Out Date"), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2026A Loan, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV

THE 2026A LOAN

Section 4.1 The 2026A Loan; Disbursement of 2026A Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to $850,000 (the "Committed Amount") for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2025B Project and paying costs of issuance of the Series 2026A Bond; provided the DNRC shall not be required to disburse any proceeds of the 2026A Loan to the Borrower after the Loan Close Out Date. The Committed Amount may be reduced as provided in Sections 3.2 and Section 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2026A Loan through the Trustee. In consideration of the issuance of the Series 2026A Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2026A Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2026A Bond;

(2) the Series 2026A Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2026A Loan;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in subparagraph (1) above, (A) that the acquisition or construction of the Project was begun no earlier than March 7, 1985 or the debt was incurred no earlier than March 7, 1985, (B) of the Borrower's title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2026A Loan to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2026A Loan to pay costs of the 2025B Project, the Borrower shall submit to the DNRC and the Trustee a signed request for

disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, any advance of any amounts under the 2026A Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(e) The Borrower shall submit the request for the advance of any amounts under the 2026A Loan in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the advance.

(f) If all or a portion of the 2026A Loan is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(g) Notwithstanding anything herein to the contrary, the Trustee shall not be obligated to disburse the 2026A Loan any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do "overmatching" pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making 2026A Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(h) Upon making each 2026A Loan Disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2026A Bond.

(i) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2026A Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2026A Loan.

Section 4.2 Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2026A Bond

shall terminate upon forgiveness of or payment in full of all amounts due under the Series 2026A Bond and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2026A LOAN

Section 5.1 Repayment of 2026A Loan. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2026A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2026A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2026A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2026A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge each at the rate of twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026A Loan from the date of each advance under the Series 2026A Bond. The 2026A Loan shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge each at the rate of twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amounts of the 2026A Loan from the date of each advance. For purposes of this Supplemental Resolution and the Program, with respect to the 2026A Loan (if a Noncompliance Statement is delivered), the term "interest on the 2026A Loan" when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2026A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan, unless the DNRC forgives the Borrower's obligation to repay the principal of the 2026A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the

Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan shall be due on each Payment Date, as follows:

(1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2026A Loan shall be payable on each Payment Date, beginning on the first Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on January 1, 2046; and

(2) the principal of the 2026A Loan shall be payable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of a Noncompliance Statement, and concluding on January 1, 2046 and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 2.50% per annum.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the 2025B Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ, within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2026A Bond or interest or surcharges thereon and the Series 2026A Bond will be marked "CANCELLED" and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC and the DEQ, or the DNRC or the DEQ determine at any time that the 2025B Project or any portion thereof or of the work relating thereto fails to comply with Program requirements, then the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2026A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2026A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 7.8 of the Original Resolution, as amended, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.4. Details Regarding 2026A Loan Repayments. If applicable, the payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan shall be due as described above and on the dates and in the amounts as set forth in

Schedule B to the Series 2026A Bond, as such Schedule B shall be modified from time to time as provided in this Section 5.1 and below. The portion of each Loan Repayment consisting of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2026A Bond. Upon each disbursement of 2026B Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2026A Bond, under "Advances" and the total amount advanced under Section 4.1, including such disbursement, under "Total Amount Advanced."

Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be due and payable on each Payment Date thereafter on the dates and in the amounts shown in Schedule B to the Series 2026A Bond, as such Schedule B shall be modified from time to time as provided herein.

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2026A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2026A Bond at the rate of 2.50% per annum, as may be revised to reflect the full principal amount advanced under the Series 2026A Bond, the initial Payment Date, and the periodic total loan payment, and the Trustee shall send a copy of such schedules to the Borrower within one month after delivery by the DNRC of the Noncompliance Statement. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2026A Bond will be disregarded and of no effect.

Past-due Loan Repayments, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

If applicable, any payment of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge as to the Series 2026A Bond under this Section 5.1 shall be credited against the same payment obligation under the Series 2026A Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2026A Loan, all reasonable expenses of the DNRC and the Trustee in connection with the 2026A Loan, the Collateral Documents and the Series 2026A Bond, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2026A Bond;

(b) the fees and disbursements of Bond Counsel and any counsel utilized by the DNRC and the Trustee in connection with the 2026A Loan, this Supplemental Resolution, the Collateral Documents and the Series 2026A Bond and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2026A Bond, whether or not the Series 2026A Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2026A Bond, the Collateral Documents and this Supplemental Resolution and all expenses, including

attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2026A Bond, unless (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and, if applicable, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026A Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2026A Bond.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2026A Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2026A Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2026A Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2026A Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2025B Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution. However, if the 2026A Loan is not made and no funds are disbursed to the Borrower, the Borrower may terminate this Supplemental Resolution, subject to Section 4.3 hereof.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2026A Loan and other payment obligations of the Borrower hereunder and under the Series 2026A Bond shall be special, limited obligations of the Borrower payable solely out of the Net Revenues or, with respect to the Series 2026A Bond, solely out of Surplus Net Revenues, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Supplemental Resolution and the Series 2026A Bond shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower are not pledged to pay principal of or interest on the Series 2026A Bond, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2026A Bond.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2025B Project. The Borrower shall also, to the extent permitted by law, indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Series 2026A Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in this Supplemental Resolution, the Series 2026A Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII

THE SERIES 2026A BOND

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to its Bonds, the Net Revenues (and in respect of the Series 2026A Bond, if necessary, the Surplus Net Revenues) to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement

to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC and DEQ, then principal and interest and surcharges will become due and owing on the 2026A Loan evidenced by the Series 2026A Bond as provided in Section 5.1 and the Borrower shall thereupon, and no later than three months after delivery of such a statement, to the extent required by Section 7.8 of the Original Resolution, as amended, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2026A Bond. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2026A Bond to evidence the 2026A Loan. The Series 2026A Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2026A Bond shall be issued in the maximum principal amount equal to the original Committed Amount, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2026A Loan. The principal of and interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2026A Bond shall be payable on the same dates and in the same amounts as principal and interest of the Loan Repayments are payable. Advances of principal of the Series 2026A Bond shall be deemed made when advances of the 2026A Loan are made under Section 4.1, and such advances shall be payable, if applicable, in accordance with Schedule B to the Series 2026A Bond, as may be revised by the DNRC from time to time in accordance with Section 5.1. The Borrower may prepay the Series 2026A Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2026A Loan under Section 5.3. The Series 2026A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Sewer System Fund.

Section 8.4 Negotiability, Transfer and Registration. The Series 2026A Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC, and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2026A Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2026A Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section 8.4. No transfer of the Series 2026A Bond shall be valid unless and until (1) the holder, or its duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2026A Bond, and (2) the City Finance Director of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2026A Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2026A Bond is registered as the absolute owner of the Series 2026A Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2026A Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2026A Bond shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2026A Bond. In the event that any of the officers who shall have signed the Series 2026A Bond shall cease to be officers of the Borrower before the Series 2026A Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2026A Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2026A Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2026A Bond shall be prepared in substantially the form attached as Appendix B.

ARTICLE IX

SECURITY FOR THE SERIES 2026A BOND

The Series 2026A Bond is a Subordinate Obligation issued under Section 5.4 of the Original Resolution and is payable, if at all, only from the Surplus Net Revenues. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2026A Bond, if the Borrower is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2026A Bond, the Borrower shall cause rates and charges to be increased to produce Net Revenues and Surplus Net Revenues at least equal to the amount required under Section 7.8 of the Original Resolution, as amended, within three (3) months following delivery of a Noncompliance Statement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2026A Bond.

ARTICLE X

TAX MATTERS

If the DNRC issues a Noncompliance Statement that the Borrower's obligation to repay the principal of the Series 2026A Bond is not forgiven, interest on the Series 2026A Bond is included in gross income for federal income tax purposes.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2026A Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that

the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a Fiscal Year or any period therein for which they are customarily prepared by the Borrower, and, if for a Fiscal Year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Finance Director to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620
Attn: Conservation and Resource Development Division

Trustee: U.S. Bank Trust Company, N.A.
Attn: Global Corporate Trust, PD-OR-C1LV
Columbia Center
17650 NE Sandy Blvd
Portland, Oregon 97230-5000

Borrower: City of Missoula
435 Ryman St.
Missoula, Montana 59802
Attn: City Clerk

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 12.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 12.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 12.4 Amendments. So long as the Series 2026A Bond is Outstanding and held by the DNRC, this Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the laws of the State.

Section 12.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7 No Liability of Individual Officers, Directors, Trustees, or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the 2026A Loan.

Section 12.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2026A Bond, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2026A Bond.

Section 12.9 Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2025B

Project or the facility or facilities of which the 2025B Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2026A Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2026A Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Council that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Missoula, Montana, on this 20th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

APPENDIX A

DESCRIPTION OF THE 2025B PROJECT

The 2025B Project generally consists of designing, engineering, and constructing improvements to the City's composting facilities and related improvements.

ESTIMATED 2025B PROJECT BUDGET

	Series 2025B Bond	ARPA MAG	ARPA Competitive	Series 2026A Bond	TOTAL
Debt Service Reserve	$176,632.00				$176,632.00
Bond Counsel Costs	$25,000.00			$15,000.00	$40,000.00
Preliminary Engineering Design		$83,264.00		$60,000.00	$143,264.00
Final Engineering Design		$477,521.00			$477,521.00
Construction Inspection Eng.	$421,342.00			$65,000.00	$486,342.00
Construction	$4,543,101.00	$2,176,215.00	$2,000,000.00	$710,000.00	$9,429,316.00
Contingency	$347,925.00				$347,925.00
TOTAL PROJECT COSTS	$5,514,000.00	$2,737,000.00	$2,000,000.00	$850,000.00	$11,101,000.00

APPENDIX B

[Form of the Series 2026A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
MISSOULA COUNTY

CITY OF MISSOULA

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2026A

R-1 $850,000

FOR VALUE RECEIVED, CITY OF MISSOULA, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund (the "Sewer System Fund"), the sum of the principal amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum, all subject to the effect of the immediately following paragraph. Principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Payment Date") commencing with the Payment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower's obligation to repay the principal amount of the 2026A Loan is not forgiven and ending on January 1, 2046, all as described in the Resolution (as hereinafter defined). The portion of each such payment consisting of principal, the portion of consisting of interest, the portion of consisting of Administrative Expense Surcharge, and the portion of consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of the 2026A Loan, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution authorizing the Bond. Schedule B shall be calculated and recalculated on a substantially level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum,

until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond Register, in lawful money of the United States of America.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SERIES 2026A BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS A COMPLIANCE CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2026A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS SERIES 2026A BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS SERIES 2026A BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF A DETERMINATION STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE PAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF A NONCOMPLIANCE STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2026A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A NONCOMPLIANCE STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Series 2026A Bond constitutes a series of Subordinate Liean Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Fund Program), Taxable Series 2026A, issued in the maximum authorized principal amount of $850,000 (the "Series 2026A Bond"). The Series 2026A Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System") and to pay costs of issuance of the Series 2026A Bond. The Series 2026A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 8435 adopted by the City Council of the Borrower on June 22, 2020 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 8436, 8674, 8786, 8832, 8861, 8910, and _____, adopted on June 22, 2020, April 3, 2023, July 15, 2024, January 13, 2025, June 2, 2025, October 20, 2025, and April 20, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2026A Bond is issuable only as a single, fully registered bond. The Series 2026A Bond is issued as a Subordinate Obligation and subordinate to the Borrower's First Amended and Restated Sewer System Revenue Bond (DNRC

Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2015 (the "Series 2015 Bond"), Sewer System Revenue Bond, Series 2016A (the "Series 2016A Bond"), Sewer System Revenue Bond, Series 2016B (the "Series 2016B Bond"), Sewer System Revenue and Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), Taxable Sewer System Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2023 (the "Series 2023 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2024 (the "Series 2024 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025 (the "Series 2025 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025A (the "Series 2025A Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B (the "Series 2025B Bond") (collectively, the "Outstanding Bonds"). The Series 2026A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account in the Sewer System Fund of the Borrower.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2026A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2026A Bond.

The Borrower may prepay the principal of the Series 2026A Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2026A Bond.

The Series 2026A Bond, including interest and any premium for the redemption hereof, are payable solely from the Surplus Net Revenues available for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2026A Bond is registered as the absolute owner hereof, whether this Series 2026A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2026A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and

improvements thereof, and has created a special Sewer System Fund into which the Gross Revenues of the System will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Sewer System Fund, into which will be paid Surplus Net Revenues, subject to the prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the reasonable and current Operating Expenses, to produce during each Fiscal Year Net Revenues not less than 110% of the maximum annual principal and interest payable on all Outstanding Bonds in any future Fiscal Year, to maintain the Reserve Account at the Reserve Requirement, and to produce in each Fiscal Year adequate Surplus Net Revenues to pay the principal of and interest on the Series 2026A Bond as and when due; that Additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and any Additional Bonds on such Net Revenues (such as is the case with this Series 2026A Bond); that all provisions for the security of the holder of this Series 2026A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2026A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2026A Bond and the interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Sewer System Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Missoula, Montana, by its governing body, has caused this Series 2026A Bond to be executed by the signatures of the Mayor and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Series 2026A Bond to be dated as of the _____ day of _____, 2026.

_____
Mayor

(SEAL)

_____
City Clerk

REGISTRATION AND TRANSFER

This Series 2026A Bond shall be fully registered as to both principal and interest. No transfer of this Series 2026A Bond shall be valid unless and until (1) the registered holder of the Series 2026A Bond, or its duly authorized attorney or legal representative, executes the form of assignment appearing on this Series 2026A Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Series 2026A Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Series 2026A Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Series 2026A Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Series 2026A Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Series 2026A Bond and the interest accruing thereon is registered on the books of the City of Missoula, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
[_____], 2026	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Series 2026A Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, the Bond is hereby transferred and assigned by the undersigned holder, without recourse,
to _____ on this _____ day
of _____, _____.

By:_____
(Authorized Signature)

For:_____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

NONE

APPENDIX D

$850,000
Subordinate Lien Sewer System Revenue Bond
(DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A
City of Missoula, Montana

COMPLIANCE CERTIFICATE AND REQUEST

We, _____ and _____, hereby certify that we are on the date hereof the duly qualified and acting Mayor and the City Finance Director, respectively, of the City of Missoula, Montana (the "Borrower"), and that:

1. Pursuant to Resolution No. 2001-4, adopted by the City Council on Resolution No. 8435 adopted by the City Council of the City on June 22, 2020 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 8436, 8674, 8786, 8832, 8861 and 8910, adopted by the City Council of the City on June 22, 2020, April 3, 2023, July 15, 2024, January 13, 2025, June 2, 2025 and October 20, 2025, respectively, and as further amended and supplemented by Resolution No. _____, adopted on April 20, 2026, entitled "Resolution Relating to $850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A; Authorizing the Issuance and Fixing the Terms and Conditions Thereof" (the "Supplemental Resolution"), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, dated, as originally issued, as of _____, 2026, in the maximum aggregate principal amount of $850,000 (the "Series 2026A Bond"). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2026A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from an EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the 2025B Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Resolution.

2. The Series 2026A Bond is issued to finance a portion of the costs of construction and installation of various improvements to the System, generally described as the 2025B Project (the "2025B Project") in the Resolution. Construction of the 2025B Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The 2025B Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the 2025B Project in the amount of $_____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2026A Committed Amount not advanced or to be advanced upon delivery hereof.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the 2025B Project and costs related thereto:

Debt Service Reserve	
Bond Counsel Costs	
Preliminary Engineering Design	
Final Engineering Design	
Construction Inspection Eng.	
Construction	
Contingency	
TOTAL PROJECT COSTS	

Of such amounts, $_____ were paid from advances of proceeds of the Series 2026A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2026A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2026A Bond (i.e., $_____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2026A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower's obligation to repay the principal of the Series 2026A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Certificate, amounts advanced under the 2026A Loan evidenced by the Series 2026A Bond shall bear interest from and after the first advance of principal of the Series 2026A Bond at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Section 5.1.2 of the Supplemental Resolution authorizing the Series 2026A Bond.

6. The representations of the Borrower contained in Articles II and III of the Supplemental Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

7. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies that all laborers and mechanics employed by contractors and subcontractors on the 2025B Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, and that the Borrower has complied with, as applicable, all "American Iron and Steel" or all "Build America Buy America" requirements applicable to the 2025B Project under federal law.

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2026A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2026A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC's sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness, and (iii) if the DNRC delivers to the Borrower a Noncompliance Certificate, (a) the obligation of the Borrower to repay the principal of the Series 2026A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2026A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2026A Bond and the Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Supplemental Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Resolution.

WITNESS our hands on behalf of the Borrower as of this _____ day of _____, 20__.

CITY OF BELGRADE, MONTANA

By _____
Mayor

And _____
City Finance Director